

Full Time Coach & Camp Agreement - Men's Basketball

THIS AGREEMENT is entered into as of **April 10, 2013**, to be effective as of **April 10, 2013**, by and between The Regents of the University of California, hereinafter called "University," on behalf of its Los Angeles campus, hereinafter called "UCLA," and **David Grace**, hereinafter called "**Coach**."

In consideration of the mutual promises of the parties hereto, the parties agree as follows:

1. Employment as the Employee of University.

University agrees to and hereby does employ Coach as **Assistant Coach** of the **Men's Basketball Team** (hereinafter called "**Team**") at UCLA, under the terms and conditions hereinafter set forth.

2. Term of Employment.

The period of employment shall be **12 months and 20 days, commencing April 10, 2013, and ending April 30, 2014**, unless sooner terminated in accordance with the terms and provisions of this Agreement.

3. Compensation.

In consideration for the promises s/he has made in entering into this Agreement, the Coach shall be entitled to the compensation set forth herein. All payments and benefits to be paid or provided by the University shall be paid or provided in accordance with the payroll policies of the University and subject to such deductions and reporting as may be required by applicable laws or regulation and are subject to the terms and conditions of this Agreement.

The compensation to be provided to Coach under this Agreement shall consist of the following:

3.1 Base Salary.

An annual base salary in the amount of **\$190,000.00, (One hundred ninety thousand dollars and no cents)** per year, payable in substantially equal monthly installments.

- 3.1.1** The base salary paid pursuant to section 3.1 of this Agreement shall be the sole amount of compensation considered by the University when determining the level of Coach's benefits under any employee benefit programs offered by the University. The provision of such benefits shall be governed by University policy. Furthermore, pursuant to Article 2, Section. 2.13(e) of the University of California Retirement Plan (UCRP), "compensation received in excess of the appropriate fiscal year base salary scale through negotiated arrangements" shall not be considered when determining UCRP benefits.

3.2 Retirement Plan.

Coach shall be a contributing member of the University of California Retirement System and be eligible for group health, life, disability, worker's compensation, and unemployment benefits available to staff employees in accordance with prevailing University policies and procedures.

3.3 Summer and Holiday Camps.

If, during the term of this Agreement, the UCLA Director of Intercollegiate Athletics (hereinafter "Director") opts to conduct a holiday and/or summer **Men's Basketball** camp or camps, Coach will be paid a fee for services performed in connection with such camp(s), hereinafter set forth. Payment will be determined by the UCLA **Head Men's Basketball Coach** (hereinafter, "Head Coach") and the **Director** and paid after the conclusion of the last camp session on or before November 1 of each year any such camp is held. Payment is not to exceed **\$40,000**.

3.4 Fringe Benefits.

Additional perquisites and benefits as approved by the Director at her/his option and in her/his sole discretion, including, but not limited to:

- 3.4.1** Additional perquisites and benefits normally associated with the operation of an intercollegiate athletic program will be provided to Coach. It is understood that any or all of these perquisites and benefits may be withdrawn at any time by the Director. At the written request of the Director, all such tangible perquisites and benefits shall be returned to the University within two (2) business days in good condition, normal wear and tear expected. If not returned, or if not returned in satisfactory condition, Coach hereby agrees to reimburse the University for any loss or damage sustained by Coach's use of such perquisites and benefits. Coach agrees to pay actual expenditures incurred by the University in any attempt to collect this obligation, and the University shall be entitled to reasonable attorney's fees in addition to any other relief to which it may be entitled. Coach agrees to execute promptly any documents requested by the University to effectuate or expedite such reimbursements.

3.5 Bonus Payments.

- 3.5.1** The University may, at its option and in its sole discretion, award Coach additional compensation in the form of a postseason bonus.
- 3.5.2** Coach understands and agrees that no postseason bonus shall be paid for any season in which the Team is on NCAA probation. Coach further understands and agrees that, in the event any post season bonus has been paid for an appearance during a season in which the Team is subsequently sanctioned by

the NCAA for violation(s) in which Coach was directly involved, that Coach facilitated, condoned, or ignored, or about which Coach knew or should have known, Coach shall promptly return such postseason bonus, and Coach agrees that UCLA shall have the right to withhold the amount of such postseason bonus not returned by Coach from any sums due Coach, including, without limitation, from base salary.

3.6 Additional Compensation.

The University may, at its option and in its sole discretion, increase the compensation specified in this Agreement. Such additional compensation shall not be conditioned upon the Team's performance.

4. Duties and Responsibilities.

Coach agrees to and hereby does accept employment in this position and agrees faithfully and diligently to devote substantially her/his full time to the performance of the duties of this position, including without limitation, cooperating with any third parties, at the University's direction, with whom the University has contractual commitments.

4.1 NCAA Compliance.

In performance of her/his duties, Coach shall be directly responsible to and under the supervision of the **Head Men's Basketball Coach** and observe all NCAA, Pacific-12, and University policies.

4.1.1 Without limiting the foregoing, Coach, in the performance of her/his duties, shall conduct her/himself at all times in a manner consistent with her/his position as an instructor of students, and s/he shall not either directly or indirectly, violate or countenance the violation by any player or coach subject to her/his control or supervision of any of the announced or published rules or standards of collegiate amateur athletics. It is understood and agreed by Coach that a violation or violations by her/him of such rules or standards of a significant or serious nature or cumulatively significant or serious nature, as the case may be, shall constitute cause for termination of this Agreement pursuant to Section 5.1 of this Agreement.

4.1.2 In addition to the provision of Section 4.1.1, above, and not in limitation thereof, in accordance with the 5th Special NCAA Convention held June 21, 1985, it is understood and agreed that, if Coach is found in violation of NCAA regulations, s/he shall be subject to disciplinary or corrective action as set forth in provisions of the NCAA enforcement procedures as they may exist from time to time, including without limitation, suspension without pay or termination for significant or repetitive violations.

4.2 Apparel Agreement Compliance.

Coach understands and agrees that s/he is required exclusively to use athletic equipment and clothing, and other items of a personal nature, including, without limitation, eyeglasses, shoes, and other apparel, provided by UCLA for the Team and for her/him when engaged in UCLA- or Team-related activities or when engaged in any outside promotional, commercial, or instructional activities, regardless of whether Coach is compensated therefore. Coach further agrees that s/he shall do nothing that conflicts or appears to conflict, with UCLA's contracts with third parties for such equipment, clothing, and personal items.

5. Termination.

5.1 Termination for Cause.

A violation by coach of any of the provisions hereinabove stated shall constitute a breach of this Agreement and cause for termination of this Agreement. Acts which may be considered a breach of this Agreement include, but are not limited to, acts of dishonesty, theft or misappropriation of University property, fighting on the job, insubordination, acts endangering others or other serious misconduct. Upon any such breach, the Director may, at her/his option and in her/his sole discretion, but subject to the provision of Section 5.1.3 of this Agreement, terminate this Agreement. Upon any such termination, any and all future rights and obligation of the parties hereto and hereunder shall cease.

5.1.1 In addition to, and not in limitation of, any other sections of this Agreement, if Coach has committed, or shall commit, any act or has been or in the future becomes involved in any situation or occurrence, involving her/his improper use of or other improper association with drugs or alcohol, or otherwise tending to bring her/himself into public disrepute, contempt, scandal, or ridicule, or tending to shock, insult or offend the people of this nation or any class or group thereof, or reflecting unfavorable upon University's reputation or products, then University shall have the right, upon oral or written notice but subject to the provisions of Section 5.1.3 of this Agreement, to terminate this agreement. University's decision on all matters arising under this section shall be conclusive.

5.1.2 Coach understands and agrees that, if this Agreement is terminated for cause, Coach is not entitled to either a Skelly hearing (that is, an opportunity to be heard) prior to being removed from the position of Coach, or a post removal hearing to test whether Coach was removed consistent with the provisions of this Agreement, other than as provided for in this Section 5.1. Coach hereby voluntarily waives any and all rights to such process (except as provided below) in exchange for the bargained-for consideration contained in Section 3 of this Agreement.

5.1.3 Appeal of Termination for Cause. In the event of termination for cause, Coach shall be entitled to request an opportunity to appear before and/or to submit written materials to the Director or her/his designate in a manner consistent with the terms of this Agreement. Such an opportunity may take place either before Coach is removed from her/his position or after s/he is so removed. Coach's request must be made in writing to the Director. Coach understands and agrees that the exigencies of operating an NCAA Division I **Men's Basketball** program require that matters involving the termination of Coach for cause be handled expeditiously to avoid the perception of confusion within and damage to the program. Coach agrees, therefore, that s/he shall have five (5) calendar days from the date on which s/he receives notice that s/he is to be terminated for cause or from the date on which s/he is terminated, whichever occurs first, in which to request an opportunity to appear before and/or to submit written materials to the Director of Intercollegiate Athletics or her/his designate. Such an opportunity shall occur within five (5) calendar days after Coach's request is timely received. The Director or her/his designate shall review the matter and respond to Coach in writing within three (3) calendar days.

5.1.4 Inability to Perform. In the event Coach is unable to continue to perform her/his obligations under this Agreement by reason of illness or some other occurrence beyond the control of either party hereto, and such inability to perform has continued or will continue beyond a reasonable period of time, as determined by the Director in her/his sole discretion, this Agreement shall thereupon terminate and all future obligations between the parties under this Agreement shall cease.

5.2 Termination by the Employee.

There is reserved to Coach the right to terminate this Agreement at any time by providing written notice to the Director. Such termination by Coach must occur, however, at a time outside the **Men's Basketball** playing season or the **Men's Basketball** recruiting season as defined by the NCAA, with the exception of the thirty (30) days immediately following the last regularly scheduled game of the **Men's Basketball** season in the calendar year in which Coach so terminates this Agreement, so as to minimize the impact of such termination upon UCLA's **Men's Basketball** program. Exceptions to this provision can be approved only with the prior, express written agreement of the Director. Upon termination by Coach, all future rights and obligations between the parties under this Agreement shall cease.

5.3 Termination without Cause.

In addition to, and exclusive of, the provisions of Sections 2, 4, 5.1, and 5.2 of this Agreement, there is also reserved to University the right to terminate this Agreement without cause at any time. The parties hereto agree that, in the event this right to

terminate is exercised, University shall only be obligated to pay Coach the base salary identified in Section 3.1 of this Agreement, which would have been due her/him if such right to terminate had not been exercised. The Director, at her/his option and in her/his sole discretion, may elect to make any payment(s) made pursuant to this Section 5.3 in a lump sum within one hundred and eighty (180) days of such termination or in equal installments ending as of the date this Agreement would have terminated but for the exercise of University's right to terminate without cause.

- 5.3.1 Income from another Source.** It is expressly understood by the parties hereto that any payments made to Coach as base salary under the provisions of Section 5.3 shall be reduced by any gross amounts to which Coach shall become entitled from all other sources of income, including University, as and for compensation for the rendition of services by Coach during the period of time in which Coach, pursuant to this Agreement, would have been employed by University if University had not so terminated this Agreement. Coach agrees promptly to provide University with copies of her/his income tax returns for any year in which University makes payment(s) under this section, as well as provide all data that will enable University to implement its rights herein on a current basis. Coach warrants that s/he shall not enter into any employment arrangements (including "volunteer" or "trial" arrangements) utilizing deferred or partially deferred compensation arrangements, regardless of how such arrangements are characterized.
- 5.3.2 Continuation of Benefits.** Coach understands and agrees that any payment(s) made to her/him as a result of termination without cause shall not entitle her/him to the continuation of University employee benefits, including, without limitation, the accrual of additional UCRS service credit, except as such benefits are required by law for former employees, such as COBRA, or such benefits as shall have vested as of the date of such termination.
- 5.3.3 Supplemental Compensation.** Except as provided for in this Agreement, Coach shall not be liable to University for any collateral business opportunities, outside compensation, supplemental compensation, or other benefits Coach receives from third parties.
- 5.3.4 Waive Right to Sue.** Coach's right to payment under this Section 5.3 is subject to the express understanding that Coach shall bring no claim or lawsuit of any kind against the University or its employees or agents which arises out of or is in any way related to termination of her/his employment under this Section 5.3, or her/his employment (except any claim for worker's compensation or enforcement of Coach's right to payment under this Section 5.3). In the event that Coach brings such a claim or lawsuit, all obligations of the University under Section 5.3 shall cease, and Coach shall repay, forthwith and in full, any and all payments received by her/him from the University under this Section 5.3.

6. Outside Income.

6.1 Outside Endorsement.

Coach hereby assigns to University all rights of any kind s/he may have during the term hereof to enter into promotional, endorsement, or consultation contracts with athletic shoe, apparel, equipment, or other manufacturers, and agrees that during the term hereof s/he shall not enter into any such contracts in her/his own name or in the name of any other entity. During the term of this Agreement, Coach shall not accept compensation or gratuities of any kind, directly or indirectly, from any athletic shoe, apparel, equipment, or other manufacturer in exchange for the use of merchandise manufactured by such person or entity during practice or competition by the University's student-athletes.

6.2 Outside Employment.

Coach shall promptly advise the Director of Intercollegiate Athletics of any and all paid positions held or entered into by her/him during the term of this Agreement. Coach shall annually report all athletically-related income from sources outside the University (including, but not limited to, income from annuities, sports camps, housing benefits, ticket sales, television, and radio programs) to the Director and through her/him to the Chancellor. Under no circumstances shall Coach accept employment with a professional sports organization during the term of this Agreement without the prior, express written agreement of the Director.

7. Terms for Modification of Agreement.

It is mutually understood that this Agreement contains all of the terms and conditions to which the parties have agreed, that no other understandings or representations, either oral or written, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto and that any modification of or amendment to this Agreement shall be by written instrument signed by each party hereto, or her/his authorized representative.

8. Choice of Law.


This Agreement has been entered into under and shall be governed by the laws of the State of California. In the event that either party for the enforcement or construction of any of the provision of this agreement commences litigation, the actions shall be brought in the Courts of the State of California, and the parties agree to submit to the jurisdiction thereof.

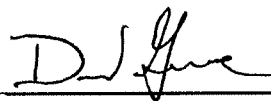
9. Severability.

Should any provision of this Agreement be held unenforceable or in conflict with the law of any jurisdiction, then the validity of the remaining provisions shall not be affected by such a holding.

IN WITNESS THEREOF, the parties hereto have hereunto set their hands as of the day and year first above written.

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

By: 
Daniel Guerrero
Director of Intercollegiate
Athletics, UCLA

By: 
David Grace
Assistant Men's Basketball Coach